

And Provided, that if default shall be made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in the performance of any covenant or condition of this mortgage, then ~~then~~ the whole mortgage debt hereby secured shall there upon be deemed due and payable, and it shall be lawful for Charles McC. Mathias, and Emory L. Coblentz or the survivor of them, as Trustees, or in case of their death or declining to execute said trust, then for any other trustee to be appointed by order of the ^{Circuit} Court for Frederick County, in Equity, in place of the said deceased or declining trustees, (consent being here by given by the said mortgagors upon a petition to be filed by the said mortgagee to said court for the appointment of such trustee) or by any assignee of this mortgage, to sell the said property and premises hereby mortgaged, either on the premises or at the Court House door in Frederick, Maryland, by public auction for cash, after having given at least three weeks, previous notice of such sale by advertisement at least once a week in some newspaper published in Frederick County, stating the time, place, manner and terms of sale; and such other notice, if any, as the person or persons making said sale shall elect; and to apply the proceeds of such sale to the payment, in the first place of all expenses of such sale including the usual Chancey commissions and a reasonable counsel fee, and then to the payment of the mortgage debt in full with all interest thereon up to the time of payment, and the surplus, if any, to pay the same to the said John Archer and Mary A. Archer, his wife, personal representatives or assigns.

And the said John Archer and Mary A. Archer, his wife, covenant and agree with the said Central Trust Company of Maryland;

1st. That they will pay the mortgage debt aforesaid and all interest that may accrue thereon.

2nd. And that they will keep, during the continuance of this mortgage, the buildings erected on the said mortgaged premises insured for a reasonable sum in some safe and reliable insurance company, paying the premiums and assessments thereon as they fall due and payable, and that they will cause the same to be made payable, to the said Central Trust Company of Maryland, as a further and additional security for the payment of said mortgage debt.

3rd. That should the said John Archer and Mary A. Archer, his wife, fail in this particular, and the said Central Trust Company of Maryland pay the premiums and assessments necessary to keep said policy if insurance in force, the sum so paid, with interest thereon, shall be a lien on the said mortgaged property included in the first instance, in the mortgage itself.

4th. That in case the mortgage debt is paid after the property is advertised for sale under the power herein given and before same is sold, to pay the accrued costs and expenses, counsel fees and one-half commissions.

Witness our hands and seals.

Witness:- C. Myrtle Lorenz.

John Archer (seal)

Mary A. Archer (seal)

State of Maryland, Baltimore City, to-wit:-

I Hereby Certify, that on this Fifth day of December in the year Nineteen Hundred and twenty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared John Archer & Mary A. Archer, and did personally acknowledge the foregoing mortgage to be their act.



Given under my hand and Notarial Seal, the date above written.

C. Myrtle Lorenz
Notary Public.

State of Maryland, Frederick County, to-wit:-

I Hereby Certify, that on this 5th day of December in the year Nineteen Hundred and Twenty-Four, before me the subscriber a Notary Public of the State of Maryland, in and for Frederick County, personally appeared J. G. Shansbaker Asst Treasurer of the Central Trust Company of Maryland, mortgagee, and made oath in due form of law that he is the agent of the Mortgagee and that